

SHAW FAMILY ARCHIVES, LTD.
225 Hudson Terrace
Piermont, New York 10968

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October 6, 2003

CMZ Handbags and Jewelry
1028 A Santee St.
Los Angeles, Ca 90015

Dear Alan:

Enclosed are two copies of our proposed license agreement. I have initialed each page and signed the last page. If everything is satisfactory with you, please sign and send back one copy to me.

Included in this package is my lawyers letter and memorandum of law regarding the right to commercially exploit Marilyn Monroe photographs by Sam Shaw. The key issue here is that the Estate of Marilyn Monroe now being represented by CMG is not entitled to posthumous rights of publicity because New York State does not recognize posthumous rights of publicity. And when Marilyn Monroe died she was a resident of New York State.

Show these papers to your lawyer. He can check these facts out legally. The law has not changed since 1993 and Federal Law follows State Law in the United States

Don't forget to send me 4 more examples of each handbag.

Best regards,

Larry Shaw

Larry Shaw

EXHIBIT

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EXHIBIT "H"

LICENSE AGREEMENT

Agreement entered into by and between SHAW FAMILY ARCHIVES, LTD., located at 225 Hudson Terrace, Piermont, New York, 10968, ("LICENSOR"), and CMZ Handbags and Jewelry, located at 1028 A Santee Street, Los Angeles, CA 90015, ("LICENSEE").

WHEREAS, LICENSOR is the rights holder for purposes of the License granted herein and WHEREAS, LICENSEE wishes to reproduce and adapt certain photographs taken by Sam Shaw of the late Marilyn Monroe (the photographs, CMZ – Marilyn Monroe – black and white, image #1 and CMZ – Marilyn Monroe – black and white, image #4, attachment A) for purposes of creating Handbags (PRODUCT) and for the packaging thereof.

WHEREAS, LICENSOR wishes to grant LICENSEE the right to reproduce and adapt the photographs for such use:

Therefore, in consideration of the terms and conditions herein contained, the parties hereto agree as follows:

FIRST: GRANT

Subject to the terms of this Agreement, LICENSOR grants LICENSEE the right to reproduce and adapt the Photographs, in the manufacture, distribution and sale of the PRODUCT, (Two Handbags) limited to 1,000 units of the PRODUCT utilizing CMZ - Marilyn Monroe – black and white image #1, and 1,000 units of the PRODUCT utilizing CMZ – Marilyn Monroe – black and white image #4 , and the packaging and promotion thereof. The rights granted herein apply only to the rights of copyright in and to the photographs. The grant herein does not include any rights of trademark in and to the name Marilyn Monroe.

SECOND: TERM

This License shall be for a period of one year, commencing from October 31, 2003 and terminating September 30, 2004.

THIRD: TERRITORY

Licensee shall be permitted to distribute and sell the PRODUCT under License throughout the world.

FOURTH: QUALITY

EXD

Licensee acknowledges that if goods manufactured (Handbags) are of inferior quality in material and workmanship, the substantial goodwill which Licensor has built up and now possesses in the image will be impaired. Accordingly Licensee warrants that the Handbags shall be reasonably adequate and suited to their exploitation to best advantage.

FIFTH: MATERIALS

Licensor has or will supply Licensee with all visual materials in a form satisfactory to Licensee. These materials shall remain the property of Licensor and Licensee agrees to return them promptly upon completion of production and not to copy them or duplicate them for use in violation of this agreement on these or any other product or uses.

SIXTH: PROMOTION

Licensee shall be permitted to utilize the photographs in promotion and advertisement of the product, (two Marilyn Monroe Handbags, CMZ – Marilyn Monroe – black and white image #1, and CMZ – Marilyn Monroe – black and white image #4), provided the required credit is given as set forth below.

SEVENTH: CREDIT AND COPYRIGHT NOTICE

All reproductions and adaptations of the PHOTOGRAPHS, be it utilized upon the product, the packaging or in promotional material shall state:

© SAM SHAW

EIGHTH: LICENSORS WARRANTIES AND IDENTIFICATION

Licensor warrants and represents that licensor has the right to enter into this agreement and that Sam Shaw is the photographer of the PHOTOGRAPHS which are the subject of this agreement. Licensor shall indemnify Licensee against any loss resulting from the violation of such warranty.

NINTH: LICENSEE WARRANTIES AND INDEMNIFICATION

Licensee warrants that the PRODUCT conforms to all applicable state, federal or foreign laws relating to safety and that all promotional material relating to the PRODUCT shall be accurate. LICENSEE shall indemnify LICENSOR, from any loss resulting from the violation of such warranty.

TENTH: FEES

The total number of products which are the subject of this license is two (2) and shall be as follows:

1. Handbags (utilizing CMZ - Marilyn Monroe – black and white image #1)..1,000 units
2. Handbags (utilizing CMZ – Marilyn Monroe – black and white image #4)..1,000 units

The fee paid to Licensor to be as follows:

\$1,500 per image applied against a royalty of 10% of the gross wholesale price paid to CMZ Handbags and Jewelry, with no deductions of any kind shall be paid to Shaw Family Archives, Ltd. on a quarterly basis with a sales report and royalty statement in accordance with normal and usual business practices.

Licensee will supply Licensor with a complement of 6 examples of each licensed product.

ELEVENTH: MISCELLANEOUS

This agreement shall constitute the entire Agreement between the parties and shall not be changed except in writing.

This Agreement shall be interpreted in accordance with the law of the State of New York.

Any dispute between the parties shall be adjudicated within the New York State judicial system.

This Agreement shall be binding upon the parties hereto, their successors and assigns.

AGREED TO by

SHAW FAMILY ARCHIVES, LTD.

CMZ Handbags & Jewelry

By: Lang Shaw

Date: Oct 6, 2003

By: S AKHTAR
SHAMIM AKHTAR

Date: OCT : 26, 2003 .



Attachment A

CMZ - Marilyn Monroe - Black & White Image # 1



Attachment A

CME - Marilyn Monroe - Black & White Image # 4